

# Second IANA Naming Function Review

Final Report

Second IANA Naming Function Review Team

7 March 2025

Commented [EG1]: Add the Final Date



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Commented [EG2]: Update when all changes have been agreed and accepted

Commented [EG3]: 2.5 provides some readers with an “at a glance” summary of the recommendations

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# 1 Executive Summary

This report presents the Second IANA Naming Function Review Team's (IFRT2) findings, analysis, issues, and recommendations, as directed and in compliance with [ICANN Bylaws](#),<sup>1</sup> Article 18: IANA Naming Function Reviews.

In evaluating the performance of Public Technical Identifiers (PTI), the IFRT2 has found that PTI operates reliably, efficiently, and serves the needs of IANA Naming Function customers. The IFRT2 has found no areas of performance deficiency or major opportunities for operational improvement. The recommendations presented herein serve to further clarify the IANA Naming Functions Contract ("Contract"), enhance transparency of information, and optimize future review processes.

The IFRT2 also presents a set of "Incidental Findings," which are observations that could be addressed at an appropriate time but which do not rise to the level of recommendation.

This report reflects the consensus of the full review team.

The IFRT2 would like to thank the staff of both PTI and ICANN for their support and dedication throughout the process of this review.

<sup>1</sup> Internet Corporation for Assigned Names and Numbers (9 January 2025) "[Bylaws FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS | A California Nonprofit Public-Benefit Corporation – ICANN](#)" [Accessed 28 February 2025]

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## 2 Part 1: Findings and Recommendations

### 2.1 IFRT2 Finding 1: DNSSEC Policy and Practice

Contractual Reference: [IANA Naming Function Contract](#), Annex A, 4 (i) (1)

The IFRT2 identified that specific DNSSEC policy details are referred to in the Contract. Given that these policy details are maintained elsewhere and are frequently updated in line with best practices, inclusion in the Contract creates a risk that the Contract will not always reflect the latest and most effective policy.

This section of the Contract does not reflect who or what is the authoritative source for best practice in relation to DNSSEC. The review team was also not able to identify an authoritative source (or sources) for reference in Recommendation 2 below.

**Commented [EG4]:** Removed a reference to base registry agreement

#### 2.1.1 Recommendation 1

Recommendation ID: **IFRT2-2025-Rec1**

The IFRT2 recommends removing the specific policy details from the IANA Naming Function Contract (see Annex A, 4 (i) (1)).

Evaluation Criteria:

- The IANA Naming Function Contract removes references to specific DNSSEC policy details.

Expected Due Date: ICANN Board Recommendation Approval plus 365 days.

Priority: Low

Status: *This will be updated following acceptance of the final IFRT2 report.*

#### 2.1.2 Recommendation 2

Recommendation ID: **IFRT2-2025-Rec2**

The IFRT2 recommends identifying and pointing to the appropriate policy authority for DNSSEC in the IANA Naming Function Contract (see Annex A, 4 (i) (1)).

Evaluation Criteria:

- The IANA Naming Function Contract names the authoritative source for DNSSEC policy.

Expected Due Date: ICANN Board Recommendation Approval plus 365 days.

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Priority: High

Status: *This will be updated following acceptance of the final IFRT2 report.*

## 2.2 IFRT2 Finding 2: Contract Amendment Transparency

Contractual Reference: [IANA Naming Function Contract](#)

In reviewing the IANA Naming Function Contract, the IFR2 Team gathered insights and findings that had already been addressed by amendments that were not immediately obvious or available to the team.

### 2.2.1 Recommendation 3

Recommendation ID: **IFRT2-2025-Rec3**

To improve transparency and to support the next IFRT, the IFRT2 recommends that the Contract, as amended, is made publicly accessible. If this is not possible, the review team suggests providing a clear mapping of which lines have been amended to sit alongside the original Contract.

Evaluation Criteria:

- Those accessing the IANA Naming Function Contract can identify where amendments have overridden the text, either from within the Contract itself or on the page that houses the Contract.
- Those accessing the IANA Naming Function Contract can read the most recent amended version of the Contract or navigate to it from the Contract itself.

Expected Due Date: ICANN Board Recommendation Approval plus 183 days.

Priority: Med

Status: *This will be updated following acceptance of the final IFRT2 report.*

## 2.3 IFRT2 Finding 3: Frequency of Reviews

[ICANN Bylaws](#) Reference: Section 18.2(b)

Following the first IFR report, the ccNSO council suggested amending the frequency of the IANA Naming Function Review (IFR). Currently, the frequency is defined in section 18.2 (b) as: “once every five(5) years, measured from the date the previous IFRT for a Periodic IFR was

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convened.”<sup>2</sup> Because periodic IFRs take approximately 12-18 months to complete and are then followed by implementation time, the ccNSO suggested that situations could arise in which a review begins without sufficient time to observe the impacts of prior changes. The review team notes that this observation proved accurate in the case of IFR2, which began with limited time after the recommendations of IFR1 were implemented.

### 2.3.1 Recommendation 4

Recommendation ID: **IFRT2-2025-Rec4**

The IFRT2 recommends amending ICANN Bylaws Section 18.2(b) to read “once every five (5) years, measured from the date that the most recent IFRT submits its Final Report to the ICANN Board of Directors.”

Evaluation Criteria:

- Initiation of an amendment, as described, to ICANN Bylaws Section 18.2(b)
- This change requires that those accountable for the timely completion of IFRs, the ICANN Board of Directors, ensure that procedural controls exist to mitigate the risk of stalled reviews.

Expected Due Date: ICANN Board Recommendation Approval plus 365 days.

Priority: Med

Status: *This will be updated following acceptance of the final IFRT2 report.*

## 2.4 IFRT2 Incidental Findings

In its review, the IFRT2 identified several items deemed incidental but worthy of note. They do not rise to the level of a formal recommendation; however, they are included in this report for consideration by ICANN, PTI, and future review teams.

### 2.4.1 Incidental Finding 1: Contract Revisions

The IFRT2 conducted a detailed review of the IANA Naming Function Contract and identified several drafting improvements. No single improvement warranted a Contract change itself. However, the review team encourages ICANN and PTI staff to consider the items in [Appendix B](#) when the Contract is next revised.

### 2.4.2 Incidental Finding 2: Transition Plan

Contractual Reference: [IANA Naming Function Contract](#) Article IX Section 9.3

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<sup>2</sup> Internet Corporation for Assigned Names and Numbers (9 January 2025) “[Bylaws FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS | A California Nonprofit Public-Benefit Corporation – ICANN](#)” Section 18.2 (b) [Accessed 28 February 2025]

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The IFRT2 notes that there is a requirement to review the Contract transition plan every five years. Whereas that anniversary has not yet taken place at the time of this review, the review team notes that it would be helpful to ensure that this document is made publicly available with a notation reflecting the date of the most recent review.

### 2.4.3 Incidental Finding 3: SLA Reporting

Upon review of PTI performance in relation to Service Level Agreements (SLAs), the review team noted that there were situations in which external factors – unrelated or otherwise outside the authority of PTI – could affect SLA achievement. The team noted multiple occurrences of apparent SLA violations that, in fact, were dependent on a customer system or process (and therefore not a violation). Given that this requires case-by-case review by those consuming the reports, the team asks staff to consider whether there is an alternative way to identify and handle regular exceptions.

### 2.4.4 Incidental Finding 4: Ombuds

Article 8 of the Contract includes a role for the ICANN Ombuds in the event that a complaint is not resolved by the initial process within PTI, stating: “If the Complaint is still not resolved, the Complainant or the President of Contractor may escalate the matter in writing to ICANN’s Ombudsman.”

Since this dual pathway for complaints might result in confusion, the review team investigated the history of its role in the Contract. The team found that, during the transition of IANA functions from the National Telecommunications and Information Administration (NTIA) in 2016,<sup>3</sup> the combination of complaint resolution processes was designed to ensure “adequate checks and balances to protect against capture.”<sup>4</sup>

To date, there have been no complaint escalations to the Ombuds. Given that no procedural problems have been experienced or identified with the Ombuds’ role, the critical importance of avoiding capture, and the cited role that the Ombuds plays in mitigating the risk of capture, the team does not recommend amending this part of the Contract. However, subsequent Accountability and Transparency Reviews (ATRT) or those focused on the Office of the Ombuds may wish to explore this further.

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<sup>3</sup>IANA Stewardship Transition Coordination Group (2015) “[Proposal to Transition the Stewardship of the Internet Assigned Numbers Authority \(IANA\) Functions from the U.S. Commerce Department’s National Telecommunications and Information Administration \(NTIA\) to the Global Multistakeholder Community](#)” [Accessed 28 February 2025]

<sup>4</sup> NTIA (June 2016) “[IANA Stewardship Transition Proposal Report](#)” [Accessed 28 February 2025]

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## 2.5 At a Glance: Summary of Recommendations

The table below summarizes the four recommendations articulated in Part 1 above.

Table 1: Summary of Recommendations

<b>Recommendation 1</b> IFRT2-2025-Rec1	The IFRT2 recommends removing the specific policy details from the IANA Naming Function Contract (see Annex A, 4 (i) (1)).
<b>Recommendation 2</b> IFRT2-2025-Rec2	The IFRT2 recommends identifying and pointing to the appropriate policy authority for DNSSEC in the IANA Naming Function Contract (see Annex A, 4 (i) (1)).
<b>Recommendation 3</b> IFRT2-2025-Rec3	To improve transparency and to support the next IFRT, the IFRT2 recommends that the Contract, as amended, is made publicly accessible. If this is not possible, the review team suggests providing a clear mapping of which lines have been amended to sit alongside the original Contract.
<b>Recommendation 4</b> IFRT2-2025-Rec4	The IFRT2 recommends amending ICANN Bylaws Section 18.2(b) to read “once every five (5) years, measured from the date that the most recent IFRT submits its Final Report to the ICANN Board of Directors.”

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## 3 Part 2: Background on the Review

### 3.1 Introduction

The IFR is an accountability mechanism created as part of the IANA stewardship transition to ensure that Public Technical Identifiers (PTI) meets the needs and expectations of its naming customers.

The second IFR was convened by the ICANN Board by resolution on 10 September 2023,<sup>5</sup> in compliance with [Article 18](#) of the ICANN Bylaws, which state:

*“The Board, or an appropriate committee thereof, shall cause periodic and/or special reviews (each such review, an “IFR”) of PTI’s performance of the IANA naming function against the Contractual requirements set forth in the IANA Naming Function Contract and the IANA Naming Function SOW to be carried out by an IANA Function Review Team (“IFRT”) established in accordance with Article 18.”<sup>6</sup>*

The IFR2 began with a call for qualified volunteers to serve on the review team. Choosing from a pool of candidates seeking nominations, ICANN’s Supporting Organizations (SOs) and Advisory Committees (ACs) nominated a list of candidates to inform SO/AC Chairs’ discussions and decisions as they assembled the composition of the review team. An ICANN Board member serves on the review team in a liaison capacity.

### 3.2 Membership

As per the ICANN Bylaws, the review team was selected by ICANN’s SOs and ACs. The review team was assembled at ICANN 78 (Hamburg) in October 2023 and began its work.

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<sup>5</sup> Internet Corporation for Assigned Names and Numbers (2023) [“Approved Resolutions | Regular Meeting of the ICANN Board 10 September 2023”](#) [Accessed 28 February 2025]

<sup>6</sup> Internet Corporation for Assigned Names and Numbers (9 January 2025) [“Bylaws FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS | A California Nonprofit Public-Benefit Corporation – ICANN”](#) Article 18. [Accessed 28 February 2025]

Table 2: Members of the IFRT2 Team

Name	Region	SO / AC Appointment
Ashley Heineman (Co-Chair)	NA	RrSG
Peter Koch (Co-Chair)	EUR	ccNSO
Carlton Samuels	LAC	ALAC
Edowaye Makanjuola	AF	GAC
Jonathan Robinson	EUR	RySG
Lars-Johan Liman	EUR	RSSAC
Lyman Chapin	NA	SSAC
Olga Cavalli	LAC	ccNSO
Rafik Dammak	AP	NCSG
Ching Chiao	NA	CSG
Rick Wilhelm	NA	RySG
Sami Ali	AP	ccNSO
Brett Carr	EUR	CSC Liaison
Alan Barrett		ICANN Board Liaison
Steve Conte		ICANN Liaison
Marilia Hirano		PTI Liaison

**Notes:**

- The Address Supporting Organization (ASO) and Internet Architecture Board (IAB) declined their right to appoint a liaison to the review team.
- The ICANN Bylaws, Section 18.8:(d) state: “The IFRT shall be led by two co-chairs: one appointed by the GNSO from one of the members appointed pursuant to clauses (c)-(f) of [Section 18.7](#) and one appointed by the ccNSO from one of the members appointed pursuant to clauses (a)-(b) of [Section 18.7](#).”
  - The GNSO appointed co-chair is Ashley Heineman.
  - The ccNSO appointed co-chair is Peter Koch.

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## 3.3 Review Execution and Methodology

### 3.3.1 Team Establishment

The review team commenced with a series of briefings designed to introduce all members to the work of PTI, IANA, CSC, and the Contractual requirements against which performance would be reviewed.

Table 3: Background Information and Briefings to the IFR2

Briefing Session	Date	Slides	Recording
IANA Services Overview	10 Jan 2024	<a href="#">Available Here</a>	<a href="#">Available Here</a>
Briefing from the IANA Team on Root Zone Management and Performance Monitoring	06 Feb 2024	<a href="#">Available Here</a>	<a href="#">Available Here</a>
CSC Overview	06 Mar 2024	<a href="#">Available Here</a>	<a href="#">Available Here</a>

During this period, the IFR2 Team developed a set of founding documents:

- [Terms of Reference \(TOR\)](#)
- [An Indicative Work Plan](#)

These documents established the baseline expectations of team deliverables, routines, practices, scope, and timelines.

On 28 February 2024, the review team [announced](#) the creation of these documents and invited participation from the ICANN community, offering communication options and links to the IFR2 Wiki.<sup>7</sup>

The IFR2 team leveraged its Wiki to provide organization, transparency, and accessibility. It included:

- All founding documents highlighted above
- Communication methods, including mailing lists and links to register
- All emails to the IFR2 distribution, published [here](#)
- List of past and future plenary meetings with meeting notes, recordings, and materials
- Action Trackers and links to work-in-progress
- Links to resources and data required for the review

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<sup>7</sup> Internet Corporation for Assigned Names and Numbers (2024) "[IFR2 Team Starts Review of Key ICANN Function](#)" [Accessed 28 February 2025]

### 3.4 The IFR2 Work Methodology

The IFR2 Team convened on 23 October 2023 and met every other week on a Tuesday, with Co-Chairs and ICANN staff meeting in the “off weeks” to organize the agenda.

To undertake its work, the review team methodically reviewed a number of inputs as required by section 18.4 of the ICANN Bylaws:

Table 4: Findings associated with Review Materials

Review Materials	Findings
IANA Naming Function Contract and Statement of Work	See Appendix B
Bylaws Scope Requirements	This analysis is contained in the “Scope Review and Findings” section of this report
IFR1 Recommendations and Implementation Status	The review team reviewed the <a href="#">IFR1 findings and recommendations</a> , as well as the public comments on recommended changes, which led to Recommendation 3.
Performance Reports provided by PTI in accordance with the <a href="#">IANA Naming Function Contract</a> (section 18.4.a.)	The online dashboard of PTI’s metrics: <a href="https://sle-dashboard.iana.org/">https://sle-dashboard.iana.org/</a>  PTI’s Monthly SLA Reports: <a href="https://www.iana.org/performance/csc-reports">https://www.iana.org/performance/csc-reports</a> .  Monthly audit report on the root zone files: <a href="http://www.iana.org/performance/root-audit">www.iana.org/performance/root-audit</a> .  The annual IANA Function <a href="#">Customer Engagement Survey</a>
Reports provided by the CSC as well as recommendations made by the CSC (section 18.4.b and d)	Monthly <a href="#">CSC Reports</a> on PTI’s Service Level Agreements (SLAs):
Report following community input through the intended Public Comment on the Draft Initial Report (section 18.4.c)	To follow the Public Comment Period

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## 3.5 Decision-Making Methodologies

The IFRT2 followed the meeting rules from the ICANN Bylaws Section 18.9. Meetings:

*“(a) All actions of the IFRT shall be taken by consensus of the IFRT, which is where a small minority may disagree, but most agree. If consensus cannot be reached with respect to a particular issue, actions by the majority of all of the members of the IFRT shall be the action of the IFRT.”*

The review team leadership is responsible for designating each decision as having one of the following designations:

**Full consensus:** no review team members speak against the recommendation in its last readings.

**Consensus:** a small minority disagree, but most agree. A rule of thumb for judging consensus is that the decision is supported by 80 percent of the review team (does not override Bylaws Section 18.5 for specific situations).

**Strong support but significant opposition:** most of the group supports a recommendation, but a significant number of members do not (does not override Bylaws Section 18.5 for specific situations).

**Divergence:** no strong support for any particular position but rather many different points of view. Sometimes, this is due to irreconcilable differences of opinion; sometimes, it is due to the fact that no one has a particularly strong or convincing viewpoint. Nonetheless, the members of the group agree that it is worth listing the issue in the report.

**Minority view:** proposal where a small number of people support the recommendation. This can happen in response to a **consensus**, **strong support but significant opposition**, and **no consensus**; or it can happen in cases where there is neither support nor opposition to a suggestion made by a small number of individuals.

Based upon the review team’s needs, the leadership may direct that review team participants do not have to have their name explicitly associated with any full consensus or consensus view/position. However, in all other cases, and in those cases where a group member represents the minority viewpoint, their name must be explicitly linked, especially in those cases where polls were taken.

Consensus calls should always involve the entire review team and, for this reason, should take place on the designated mailing list to ensure that all review team members have the opportunity to participate fully in the consensus process. It is the role of the leadership to designate which level of consensus is reached and announce this designation to the review team. Members of the review team should be able to challenge the designation of the leadership as part of the review team’s discussion. However, if disagreement persists, review team members may use the process set forth below to challenge the designation.

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**ICANN Bylaws, Section 18.9.(b)** *“Any members of the IFRT not in favor of an action (whether as a result of voting against a matter or objecting to the consensus position) may record a minority dissent to such action, which shall be included in the IFRT minutes and/or report, as applicable.”*

All minority dissents must detail the analysis or recommendations in the final report with which its author disagrees, including a rationale for that disagreement.

The authors of minority dissents are encouraged to provide alternative recommendations that include the same details and context as is required from the recommendations in this document.

### 3.6 Requirements for Recommendation Drafting

The review team remained conscious of ICANN Bylaws requirements when drafting their recommendations:

1. Perform Review according to Review Scope.
2. Make recommendations according to the Review Scope.
3. Initiate a Public Comment period and any other processes for obtaining community input (such as, but not limited to, in person sessions during ICANN meetings, responses to public surveys, and public input during meetings 18.4.c\*) on PTI's performance under the IANA Naming Function Contract & SOW (18.3.h\*) as well as improvement recommendations (technical, process or other) (18.4.d\*).
4. Request input from the CSC (18.3.j\*).
5. Review PTI Reports created to meet IANA Naming Function Contract & SOW requirements and that were created during the IFR period being reviewed (18.4.a\*).
6. Review CSC Reports created to meet the CSC Charter requirements and that were created during the IFR period being reviewed (18.4.b\*).
7. Review results of any site visits by the IFRT (18.4.e\*) (IV.7.3.b & Annex A: 3.a.ii\*\*).

The Review Team should ensure any recommendation:

1. Is supported by data and analysis of the existing deficiency and a proposal to address it (18.5.b\*).
2. Provides a proposed remedial procedure with an explanation of how this will correct the issue (18.5.b\*).
3. Provides a timeline for implementing (18.5.b\*).
4. Provides prioritization if there is more than one recommendation (18.5.b\*).
5. Is not made public to the community or Board if it impacts gTLD registry operator services and receives opposition from the Registry Stakeholder Group's appointed IFRT member (18.5.c\*).

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## 4 Scope and Review Findings

### 4.1 ICANN Bylaws 18.3.(a)

*“Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract in relation to the needs of its direct customers and the expectations of the broader ICANN community, and determine whether to make any recommendations with respect to PTI’s performance.”*

#### Objective

Consistent with ICANN’s mission and Bylaws, Section 18.3(a), the review team will assess the needs and expectations of IANA naming function direct customers and the broader community and then determine if there are any gaps in PTI’s performance. The IFRT will examine PTI’s performance against SLAs originally developed by the community; review PTI’s annual customer engagement survey; discuss PTI’s performance with the Customer Standing Committee (CSC); solicit input through the first Public Comment of an Initial Draft; and other methods that the review team deems appropriate.<sup>8</sup>

#### Findings

The review team has reviewed the IANA Naming Function Contract and PTI’s performance relative to its direct customers and community. We briefed the Registry Stakeholder Group (RySG) and held an Open Review Team Meeting (November 13) at ICANN81, where the review team provided an update on the review and sought feedback on the following questions:

- Is PTI’s performance meeting members’ needs?
- Do members experience any systemic issues
- Do the IANA Naming Function Contract and SOW meet their needs?<sup>9</sup>

No performance issues or systemic challenges were identified in that session.

#### Recommendations

The IFR2 Team makes no recommendations based on gaps in PTI performance relative to customer and community feedback.

### 4.2 ICANN Bylaws 18.3.(b)

*“Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract and IANA Naming Function SOW.”*

#### Objective

Consistent with ICANN’s mission and Bylaws, Section 18.3(b), the review team will assess all IANA naming function related requirements in the Contract and SOW and determine if PTI has met these. The IFRT will do so through such means as interviews with PTI and ICANN staff

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<sup>8</sup> [IFR2 Terms of Reference](#)

<sup>9</sup> <https://icann81.sched.com/event/1p2IY/second-iana-naming-function-review-ifr2-team-work-session>

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and/or community subject matter experts, available monthly reporting and monitoring tools, as well as IANA audit reports that apply to IANA naming functions.<sup>10</sup>

#### **Findings**

The review team has performed a methodical review of the IANA Naming Function Contract and Statement of Work and assessed PTI's performance relative to it.

#### **Recommendations**

Recommendations 1-3 and Incidental Findings derive from this review.

### **4.3 ICANN Bylaws 18.3.(c)**

*“Review the IANA Naming Function SOW and determine whether to recommend any amendments to the IANA Naming Function Contract and IANA Naming Function SOW to account for the needs of the direct customers of the naming services and/or the community at large.”*

#### **Objective**

Consistent with ICANN's mission and [Bylaws](#), Section 18.3(c), and based on the analysis conducted for 18.3.(a) and 18.3.(i) in particular, the review team will review the IANA Naming Function Contract and SOW to determine if the needs of IANA naming customers are fully covered through a review team analysis.

#### **Findings**

Please see the table in Appendix B.

#### **Recommendations**

Recommendations 1-2 and the Incidental Findings relate to Bylaw 18.3(c).

### **4.4 ICANN Bylaws 18.3.(d)**

*“Review and evaluate the openness and transparency procedures of PTI and any oversight structures for PTI's performance, including reporting requirements and budget transparency.”*

#### **Objective**

Consistent with ICANN's mission and [Bylaws](#), Section 18.3(c), the review team will assess PTI's procedures while considering any customer feedback on the openness and transparency for such procedures as assessed in 18.3.(a) and (i). The review team considers PTI oversight structures to include, but not exclusive to: Board oversight, management, community committees, and other accountability mechanisms.

#### **Findings**

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<sup>10</sup> [IFR2 Terms of Reference](#)

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Following its review of PTI processes, stakeholder feedback, and discussions with PTI staff, the IFRT2 echoes the findings of the first IFRT. PTI operates as autonomously and as transparently as possible:

- The PTI management team maintains sufficient oversight over operations.
- The PTI Board is administrative and is not engaged in day-to-day operations.
- The PTI budgeting process is open and transparent with no funding challenges impacting operations or customer service.
- There are no observable issues with reporting between CSC and PTI.
- The CSC is empowered to execute its oversight function with support from PTI.

#### **Recommendations**

The review team has no recommendations in relation to this section.

## **4.5 ICANN Bylaws 18.3.(e)**

*“Review and evaluate the performance and effectiveness of the Empowered Community (EC) with respect to actions taken by the EC, if any, pursuant to [Section 16.2](#), [Section 18.6](#), [Section 18.12](#), [Section 19.1](#), [Section 19.4](#), [Section 22.4\(b\)](#) and [Annex D](#).”*

#### **Objective**

The review team will evaluate the performance and effectiveness of actions taken by the EC in relation to Sections 18.6 and 18.12 as approved by the Board in September 2023 and completed by the EC in November 2023.

#### **Findings**

To date, there have been no Empowered Community (EC) actions in relation to Bylaws Sections 16.2, 18.6, 18.12, 19.1, 19.4,22.4(b).

#### **Recommendations:**

The review team has no recommendations in relation to this section.

## **4.6 ICANN Bylaws 18.3.(f)**

*“Review and evaluate the performance of the IANA naming function according to established service level expectations during the IFR period being reviewed and compared to the immediately preceding Periodic IFR period.”*

#### **Objective**

The review team will review relevant monthly reporting and monitoring tools to evaluate the performance of the IANA naming function according to established service level expectations and directly evaluate these against the findings from the first IFR.

#### **Findings**

The IFRT2 reviewed relevant reporting and monitoring tools to evaluate the performance of the IANA naming function. The team notes that none of the IFR1 recommendations would have been reasonably expected to influence these metrics, so no comparison was conducted.

#### **Recommendations**

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There are no recommendations related to this section, although Incidental Finding 3 relates to SLA reporting.

## 4.7 ICANN Bylaws 18.3.(g)

*“Review and evaluate whether there are any systemic issues that are impacting PTI’s performance under the IANA Naming Function Contract and IANA Naming Function SOW.”*

### Objective

Consistent with ICANN’s mission and [Bylaws](#), Section 18.3(g), the IFRT will review any complaints and escalations to IANA to evaluate if there are any systemic and/or recurring issues while also considering input from the community.

### Findings

Table 3 lays out the review materials considered during the review period. The review team briefed the Registry Stakeholder Group (RySG) and held an Open Review Team Meeting (November 13) at ICANN81, where the review team provided an update on the review and sought feedback on the following questions:

- Is PTI’s performance meeting members’ needs?
- Do members experience any systemic issues
- Do the IANA Naming Function Contract and SOW meet their needs?<sup>11</sup>

### Recommendations

There are no recommendations related to this section.

## 4.8 ICANN Bylaws 18.3.(h)

*“Initiate public comment periods and other processes for community input on PTI’s performance under the IANA Naming Function Contract and IANA Naming Function SOW (such public comment periods shall comply with the designated practice for public comment periods within ICANN).”*

### Objective

Consistent with ICANN’s mission and [Bylaws](#), Section 18.3(h), the review team will solicit input from the community on PTI’s performance through such means as holding consultations with the community, a Public Comment period (i.e., for an Initial Draft), and other methods that the review team deems appropriate.

### Findings

The review team briefed the Registry Stakeholder Group (RySG) and held an Open Review Team Meeting (November 13) at ICANN81, where the review team provided an update on the review and sought feedback on the following questions:

- Is PTI’s performance meeting members’ needs?
- Do members experience any systemic issues

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<sup>11</sup> <https://icann81.sched.com/event/1p2lY/second-iana-naming-function-review-ifr2-team-work-session>

- Do the IANA Naming Function Contract and SOW meet their needs?<sup>12</sup>

The IFRT2 released its Draft Report for public comment on 20 March 2025. The Public Comment Proceeding for the IFR2 resulted in eight (8) submissions that supported many of the recommendations in the Draft Report and offered valuable considerations for the Final Report and the wider ICANN community.

Commented [EG5]: Updated with information about the public comment period

The Summary Report is available online and the full Disposition of Comments is displayed in Appendix D.

#### Recommendations

There are no recommendations related to this section.

## 4.9 ICANN Bylaws 18.3.(i)

*“Consider input from the CSC and the community on PTI’s performance under the IANA Naming Function Contract and IANA Naming Function SOW.”*

#### Objective

Consistent with ICANN’s mission and Bylaws, Section 18.3(i), the review team will discuss PTI’s performance with the Customer Standing Committee (CSC) and solicit input from the community through such means as holding consultations with the community, a Public Comment period such as for an Initial Draft; and other methods that the review team deems appropriate.

#### Findings

Throughout this review, IFRT2 has had active participation from the CSC liaison and maintained open discussions with the CSC. The review team had specific feedback with regard to SLAs, complaint escalation, and the transition plan.

#### Recommendations

The review team shaped Incidental Findings 2-4 following discussion and input from the CSC.

## 4.10 ICANN Bylaws 18.3.(j)

*“Identify process or other areas for improvement in the performance of the IANA naming function under the IANA Naming Function Contract and IANA Naming Function SOW and the performance of the CSC and the EC as it relates to oversight of PTI.”*

#### Objective

Consistent with ICANN’s mission and Bylaws, Section 18.3(j), based on the review team’s findings from 18.3.(a) to 18.3.(i), the review team will make recommendations for specific, measurable steps that can be taken to improve any deficiencies or gaps.

#### Findings

<sup>12</sup> <https://icann81.sched.com/event/1p2lY/second-iana-naming-function-review-ifr2-team-work-session>

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The review team found no specific deficiencies in the oversight of PTI or the performance of the IANA naming function.

**Recommendations**

There are no recommendations related to this section.

## 4.11 ICANN Bylaws 18.3.(k) ▲

*“Consider and assess any changes implemented since the immediately preceding IFR and their implications for the performance of PTI under the IANA Naming Function Contract and IANA Naming Function SOW.”*

**Objective**

The review team will review the implementation of recommendations provided by the first IFR and the impact of implementation on the performance of PTI under the IANA Naming Function Contract and the IANA Naming Function SOW.

**Findings**

As a result of reviewing the Public Comments on the implementation of IFR1 recommendations, the IFRT2 found that there may be insufficient time to judge the impact of implementation prior to subsequent IFRs.

**Recommendation**

Recommendation 4, “Frequency of Reviews,” resulted from this finding.

## 5 Appendices

### 5.1 Appendix A: Contract Revisions and Findings

Commented [EG6]: We have removed the glossary

Contract Section	Revisions and Findings
<b>Article I: Definitions and Construction</b>	The Review Team found that a significant number of terms were not clearly defined in the sections of text to which Article I points. This may be remedied at a time when other changes are being made to the Contract.
<b>Article II: Conditions Precedent</b>	No findings
<b>Article III: Representations and Warranties</b>	No findings
<b>Article IV: Services and Requirements</b>	Finding highlighted in section 4.4(b)
<b>Section 4.1 “Designation”</b>	No findings
<b>Section 4.2 “U.S. Presence”</b>	No findings
<b>Section 4.3 “Scope of the IANA Naming Function”</b>	No findings
<b>Section 4.4 “Performance of IANA Naming Function”</b>	Drafting suggestion identified in Section 4.4(b)
(b) Contractor shall treat the IANA Naming Function with equal priority as the other IANA functions performed by Contractor and process all requests promptly and efficiently.	Clarify that “requests” means Naming Function requests.
<b>Section 4.5: Separation of Policy Development and Operational Roles</b>	No findings
<b>Section 4.6: User Instructions</b>	No findings
<b>Section 4.7: Responsibility and Respect for</b>	No findings

<b>Stakeholders</b>	
<b>Section 4.8: Management of the .INT TLD</b>	No findings
<b>Section 4.9: General Manager; Key Personnel</b>	No findings
<b>Section 4.10: Inspection of All Deliverables and Reports Before Publication</b>	No findings
<b>Article V: Performance</b>	No findings
<b>Article VI: Transparency and Decision-Making</b>	No findings
<b>Article VII: Audits, Monitoring, and Reviews</b>	Findings highlighted in Section 7.1
<b>Section 7.1: Audits</b>	Suggested clarification in Section 7.1(a)
(a) Contractor shall generate and publish via the IANA Website a monthly audit report identifying each root zone file and root zone “WHOIS” database change request and its status. The relevant policies under which the changes are made shall be noted within each monthly report. Such audit report shall be due to ICANN no later than 15 calendar days following the end of each month.	Suggest removing the term “WHOIS”
<b>Section 7.2: Performance Monitoring</b>	No findings
<b>Section 7.3: IANA Naming Function Reviews</b>	No findings
<b>Article VIII: Escalation Mechanisms</b>	See Incidental Finding 4 “Ombudsman” with reference to Article VIII Section 8.1(a)
(a) If Contractor receives a customer service complaint from a customer (a “Complaint”), Contractor will review the Complaint and attempt to resolve it to the reasonable satisfaction of the person or entity who brought the Complaint (the “Complainant”) as soon as reasonably practicable. If the Complaint is not so resolved, the Complainant may escalate the matter in writing to Contractor’s management team, in which case Contractor shall notify the CSC. If the Complaint is still not resolved, the Complainant or the President of Contractor may escalate the	See Incidental Finding 4 in the main body of the report.

matter in writing to ICANN's Ombudsman.	
<b>Article IX: Term; Renewal; Transition and Termination</b>	See Incidental Finding 2 "Transition Plan" with reference to Article IX Section 9.3 (d)
<b>Section 9.1: Initial Term</b>	No finding
<b>Section 9.2: Renewal; Termination</b>	No finding
<b>Section 9.3: Transition</b>	See Incidental Finding 2 "Transition Plan" with reference to Article IX Section 9.3 (d)
(d) ICANN, in conjunction with the CSC as necessary, shall review the transition plan at least every five years.	Process suggestion in Incidental Finding 2 "Transition Plan." No drafting change identified.
<b>Section 9.4: Survival of Terms</b>	No findings
<b>Article X: Resources, Fees, and Budget</b>	Clarification suggested in Section 10.2
<b>Section 10.1: Resources and Fees</b>	No findings
<b>Section 10.2: Budget</b>  Contractor shall comply with the requirements set forth in its Bylaws relating to preparing, submitting and monitoring an annual budget. ICANN will meet annually with the General Manager of Contractor to review the annual budget for the IANA Naming Function, which shall be approved in accordance with Contractor's Bylaws and ICANN's Bylaws ("Approved IANA Budget").	Review team suggests that "its Bylaws" (highlighted to the left) refer to "Contractor Bylaws" for clarity.
<b>Article XI: Security Requirements</b>	No findings
<b>Article XII: Confidentiality</b>	No findings
<b>Article XIII: Intellectual Property</b>	No findings
<b>Article XIV: Miscellaneous</b>	Suggested amendment in Section 14.2
<b>Section 14.1: Indemnification</b>	No finding
<b>Section 14.2: Notices</b>	This section of the text includes email addresses for individuals. The review

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All notices to be given under or in relation to this Contract will be given either (i) in writing at the address of the appropriate Party as set forth below or (ii) via electronic mail as provided below, unless that Party has given a notice of change of postal or email address, as provided in this Contract.

If to ICANN:

Internet Corporation for Assigned Names and Numbers

12025 Waterfront Drive, Suite 300

Los Angeles, CA 90094-2536

Attn: President and Chief Executive Officer

Phone: +1-310-301-5800

Email: [goran.marby@icann.org](mailto:goran.marby@icann.org)

With a copy to (which shall not constitute notice):

Internet Corporation for Assigned Names and Numbers

12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536

Attn: General Counsel

Phone: +1-310-301-5800

Email: [john.jeffrey@icann.org](mailto:john.jeffrey@icann.org)

With a copy to (which shall not constitute notice):

Internet Corporation for Assigned Names and Numbers

12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536

Attn: President, Global Domains Division

Phone: +1-310-301-5800

Email: [akram.atallah@icann.org](mailto:akram.atallah@icann.org)

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If to Contractor:

Public Technical Identifiers

12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536

team proposes leveraging role-based email addresses to mitigate the risk of employee turnover.

Attn: Elise Gerich Phone: +1-310-463-1108	
<b>Section 14.3: Amendments</b>	No findings
<b>Section 14.4: Waiver</b>	No findings
<b>Section 14.5: Severability</b>	No findings
<b>Section 14.6: Assignment and SubContracting</b>	No findings
<b>Section 14.7: Governing Law</b>	No findings
<b>Section 14.8: Third Party Beneficiaries</b>	No findings
<b>Section 14.9: English Version</b>	No findings
<b>Section 14.10: Savings Clause</b>	No findings
<b>Section 14.11: Cumulative Remedies</b>	No findings
<b>Section 14.12: Counterparts</b>	No findings
<b>Section 14.13: Headings</b>	No findings
<b>Section 14.14: Further Assurances</b>	No findings
<b>Section 14.15: Entire Contract</b>	No findings
<b>Annex A: Statement of Work for Management of the DNS Root Zone</b>	Substantial suggested edits throughout this section. See also Recommendations 1-2.
<b>Annex A, 1(a) Root Zone Management</b> The Root Zone Management component of the IANA Naming Function is the administration of certain responsibilities associated with the Internet DNS root zone management.	The definition of Root Zone Management is circular and could be re-drafted for clarity.
<b>Annex A, 1(b) Root Zone Management</b>	No finding
<b>Annex A, 1(c) Root Zone Management</b> Contractor shall also implement DNSSEC in all zones for which ICANN has technical administration authority.	See Recommendation 2.

**Annex A, 1(d)(i) Root Zone Management**

Contractor shall facilitate and coordinate the root zone of the domain name system, and maintain 24 hour-a-day/7 days-a-week operational coverage. Contractor shall work collaboratively with the Root Zone Maintainer, in the performance of this function.

i. Contractor shall receive and process root zone file change requests for TLDs. These change requests include addition of new or updates to existing TLD name servers (“NS”) and delegation signer (“DS”) resource record (“RR”) information along with associated “glue” (A and AAAA RRs). A change request may also include new TLD entries to the root zone file. Contractor shall process root zone file changes as specified in Section 2 of this Annex A.

The review team suggests that the language in this section could be reviewed for clarity and the appropriate level of detail.

**Annex A, 1(d)(ii)**

Contractor shall maintain, update, and make publicly accessible a Root Zone registration database with current and verified contact information for all TLD registry operators. The Root Zone registration database, at a minimum, shall consist of the following data fields: domain status and contact points for resolving issues relating to the operation of the domain (comprised of at least organizational name, postal address, email address and telephone number). Contractor shall receive and process root zone registration data change requests for TLDs.

The review team suggests that the language in this section could be reviewed for clarity and the appropriate level of detail.

**Annex A, 1(d)(iii)**

Contractor shall apply existing policies in processing requests related to the Delegation, Revocation and Transfer of ccTLDs, including RFC 1591 as interpreted by the FOI and any further clarification of these policies developed by the ccNSO, as appropriate under ICANN’s Bylaws, and approved by the ICANN Board. In addition to these policies, Contractor shall, where applicable, consult the GAC 2005 ccTLD Principles. If an existing policy framework does

The review team suggests that the language in this section could be reviewed for clarity and the appropriate level of detail.

not cover a specific situation, Contractor will use commercially reasonable efforts to consult with and provide opportunity for input from Significantly Interested Parties and, where necessary, may request the ccNSO to undertake policy development work to address such issues.

**Annex A, 1(d)(iv)**

Contractor shall apply existing policy frameworks in processing requests related to retirement of a ccTLD, including RFC 1591 as interpreted by the FOI and any further clarification of these policies developed by the ccNSO, as appropriate under ICANN's Bylaws, and approved by the ICANN Board. If an existing policy does not cover a specific situation, Contractor will use commercially reasonable efforts to consult with and provide opportunity for input from Significantly Interested Parties and, where necessary, may request the ccNSO to undertake policy development work to address such issues.

No finding

**Annex A, 1(d)(v)**

Contractor shall verify that all requests related to the delegation and redelegation of generic TLDs are consistent with the procedures developed by ICANN.

The review team suggests that the language in this section could be reviewed for clarity and the appropriate level of detail.

**Annex A, 1(d)(vi)**

Contractor shall maintain an automated root zone management system that, at a minimum, includes (A) a secure (encrypted) system for customer communications; (B) an automated provisioning protocol allowing customers to manage their interactions with the root zone management system; (C) an online database of change requests and subsequent actions whereby each customer can see a record of their historic requests and maintain visibility into the progress of their current requests; (D) a test system, which customers can use to meet the technical requirements for a change request; and (E) an internal interface for secure communications between the Contractor and the Root Zone Maintainer.

See Recommendations 1-2

<p><b>Annex A, 2 (a) Service Levels</b> Contractor shall perform the Services in accordance with the following “Service Levels”. The expectation is that Contractor will normally perform within the threshold. The thresholds will be modified over time as part of periodic reviews of the service level expectation. A subset of the following measures relate to measurement of non-routine changes where it is not applicable to set a specific threshold for performance. It is expected for measurements of non-routine process steps these will only be reported with no applicable service level expectation.</p>	<p>The review team notes that there are different occurrences of Periodic Review referenced throughout the Contract and suggests clarifying what the periodic review is here.</p>
<p><b>Annex A, 2 (b) Service Levels</b></p>	<p>No findings</p>
<p><b>Annex A, 2 (c) through (g)</b></p>	<p>No findings</p>
<p><b>Annex A, 3 (a) Program Reviews and Site Visits</b>  Contract acknowledges that the CSC is entitled to conduct reviews in accordance with ICANN’s Bylaws and the CSC Charter. ii. Contractor acknowledges that an IFRT is entitled to conduct site visits in accordance with ICANN’s Bylaws.</p>	<p>The review team suggests a minor correction from “Contract” to “Contractor”</p>
<p><b>Annex A, 3 (b) Monthly Performance Progress Report</b></p>	<p>No findings</p>
<p><b>Annex A, 3 (c) Program Reviews and Site Visits</b>  Root Zone Management Dashboard. Contractor shall work collaboratively with ICANN and Interested and Affected Parties to produce the dashboard to report Service Level Expectations for Root Zone Management, which will be used for real-time reporting of Contractor’s performance.</p>	<p>The review team notes that the language of “real-time” is vague and could be clarified.</p>
<p><b>Annex A, 3 (d) Performance Standards Report</b></p>	<p>The review team notes that the language of “website” is vague and could be</p>

Performance Standards Reports. Contractor shall develop and publish performance standard metric reports for the IANA Naming Function in consultation with the CSC. The performance standards metric reports will be published via a website every month (no later than 15 calendar days following the end of each month).	clarified by saying "IANA website."
<b>Annex A, 3 (e) Customer Service Survey</b>  In accordance with ICANN's Bylaws, Contractor shall collaborate with the CSC and ICANN to maintain and enhance the annual customer service survey consistent with the performance standards for Root Zone Management. The survey shall, at a minimum, include a feedback section for the IANA Naming Function. No later than 60 calendar days after completing a customer service survey, Contractor shall prepare a report (the "CSS Report"), submit the CSS Report to ICANN and publicly post the CSS Report to the IANA Website.	The review team suggests removing the phrase "In accordance with ICANN's Bylaws" since the ICANN Bylaws do not refer to this activity.
<b>Annex A, 3 (f) Final Report</b>	No findings
<b>Annex A, 3 (g) Inspection and Acceptance</b>	No findings
<b>Annex A, 4 (a) DNSSEC at the authoritative Root Zone</b>  DNSSEC at the authoritative Root Zone requires cooperation and collaboration between the Contractor and the Root Zone Maintainer. The baseline requirements encompass the responsibilities and requirements for Contractor and these responsibilities and requirements must be implemented in cooperation with similar responsibilities and requirements defined within ICANN's relationship with the Root Zone Maintainer.	The review team suggests that this section would benefit from further references to explain (a) ICANN's relationship with the "Root Zone Maintainer" and (b) the responsibilities of each party.
<b>Annex A, 4 (b) (i) General Requirements</b>	No findings
<b>Annex A, 4 (b) (ii) General Requirements</b>	No findings

<b>Annex A, 4 (b) (iii) General Requirements</b>	No findings
<p><b>Annex A, 4 (c) (i) (1) Security Authorization and Management Policy</b></p> <p>i. Contractor shall have its own security policy in place; each security policy must be periodically reviewed and updated, as appropriate.</p> <p>1. Supplemental guidance on generating a Security Authorization Policy may be found in NIST SP 800-37.</p>	<p>The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, "as may be updated from time to time" or by ensuring a reference to the most current version.</p>
<p><b>Annex A, 4 (c) (ii) (1) Security Authorization and Management Policy</b></p> <p>ii. The policy shall have a contingency plan component to account for disaster recovery (both man-made and natural disasters).</p> <p>1. Supplemental guidance on contingency planning may be found in SP 800-34</p>	<p>The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, "as may be updated from time to time" or by ensuring a reference to the most current version.</p>
<p><b>Annex A, 4 (c) (iii) (1) Security Authorization and Management Policy</b></p> <p>iii. The policy shall address Incident Response detection, handling and reporting (see 4 below).</p> <p>1. Supplemental guidance on incident response handling may be found in NIST SP 800- 61.</p>	<p>The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, "as may be updated from time to time" or by ensuring a reference to the most current version.</p>
<p><b>Annex A, 4 (d) (i) (1-2) IT Access Control</b></p> <p>d. IT Access Control</p> <p>i. There shall be an IT access control policy in place and enforced for the key management functions</p> <p>1. This includes both access to hardware/software components and storage media as well as ability to perform process operations.</p> <p>2. Supplemental guidance on access control</p>	<p>The lower-case term "key" is vague, since it could refer to essential management functions or those relating to cryptographic keys. Furthermore, the referenced NIST document is subject to updates.</p> <p>The review team suggests referring to "cryptographic key" if that is what is intended. Furthermore, allow for future versions of the NIST document by adding "as may be updated from time to time" or by referencing most current version.</p>

policies may be found in NIST SP 800-12	
<b>Annex A, 4 (d) (ii) IT Access Control</b>  ii. Users without authentication shall not perform any action in key management.	The lower-case term "key" is vague, since it could refer to essential management functions or those relating to cryptographic keys. The review team suggests referring to "cryptographic key" if that is what is intended.
<b>Annex A, 4 (d) (iii) IT Access Control</b>  iii. In the absence of a compelling operational requirement, remote access to any cryptographic component in the system (such as hardware security modules) is not permitted.	The review team finds that the term "the system" is vague here and suggest that it refers to DNSSEC signing, if that is what is intended.
<b>Annex A, 4 (e) (i) Security Training</b>  i. All personnel participating in the Root Zone Signing process shall have adequate IT security training.	The review team notes that the term "adequate" is not defined and suggests that a subsequent section refer to what is deemed "adequate."
<b>Annex A, 4 (e) (ii) Security Training</b>	No findings
<b>Annex A, 4 (f) (i) (1-2) Audit and Accountability Procedures</b>  f. Audit and Accountability Procedures  i. Contractor shall periodically review/update: (1) its formal, documented, audit and accountability policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and (2) the formal, documented procedures to facilitate the implementation of the audit and accountability policy and associated audit and accountability controls.  1. Supplemental guidance on auditing and accountability policies may be found in NIST SP 800-12.  2. Specific auditing events include the following:	The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, "as may be updated from time to time" or by ensuring a reference to the most current version.

<ul style="list-style-type: none"> <li>a. Generation of keys.</li> <li>b. Generation of signatures</li> <li>c. Exporting of public key material</li> <li>d. Receipt and validation of public key material (i.e., from the ZSK holder or from TLDs)</li> <li>e. System configuration changes</li> <li>f. Maintenance and/or system updates</li> <li>g. Incident response handling</li> <li>h. Other events as appropriate</li> </ul>	
<p><b>Annex A, 4 (f) (ii) Audit and Accountability Procedures</b></p> <p>ii. Incident handling for physical and exceptional <b>cyber-attacks</b> shall include reporting to ICANN in a timeframe and format as mutually agreed by ICANN and Contractor.</p>	The review team suggests updating the term “cyber-attacks” to “cyber incidents.”
<p><b>Annex A, 4 (f) (iii) Audit and Accountability Procedures</b></p>	No findings
<p><b>Annex A, 4 (f) (iv) Audit and Accountability Procedures</b></p> <p>iv. A <b>version</b> of the reports provided to ICANN or the CSC must be made publically available.</p>	The review team suggests specifying what is meant by “a version.”
<p><b>Annex A, 4 (g) (i) (1-2) Physical Protection Requirements</b></p>	No findings
<p><b>Annex A, 4 (g) (ii) Physical Protection Requirements</b></p>	No findings
<p><b>Annex A, 4 (g) (iii) Physical Protection Requirements</b></p> <p>iii. All hardware components used to store keying material or generate signatures shall have short-term backup emergency power connections in case of site power outage. (See NIST SP 800-53r3).</p>	The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, “as may be updated from time to time” or by ensuring a reference to the most current version.
<p><b>Annex A, 4 (g) (iv) Physical Protection Requirements</b></p> <p>iv. <b>Appropriate</b> protection measures shall be in place to prevent physical damage to facilities as</p>	Duplicate use of the word “appropriate” could be corrected. Further, the term would benefit from clarification.

appropriate.	
<p><b>Annex A, 4 (h) (i) (1) All Components</b></p> <p>i. All hardware and software components must have an established maintenance and update procedure in place.</p> <p>1. Supplemental guidance on establishing an upgrading policy for an organization may be found in NIST SP 800-40</p>	<p>The NIST document referenced is subject to updates. The review team suggests adding text to allow for future versions of the NIST document. This could be achieved by adding, for example, "as may be updated from time to time" or by ensuring a reference to the most current version.</p> <p>The review team also notes that the scope of the requirement is not clear.</p>
<p><b>Annex A, 4 (h) (ii) (1) All Components</b></p> <p>ii. All hardware and software components provide a means to detect and protect against unauthorized modifications/updates/patching.</p>	<p>The review team finds that the scope of this requirement is not clear.</p>
<p><b>Annex A, 4 (i) (1) Interface Basic Functionality</b></p> <p>2. Having procedures for:</p> <p>a. Scheduled roll over for TLD key material;</p> <p>b. Supporting emergency key roll over for TLD key material; and</p> <p>c. Moving TLD from signed to unsigned in the root zone.</p>	<p>The review team finds that these requirements relate broadly to DNSSEC policy. Refer to Recommendations 1-2.</p>
<p><b>Annex A, 4 (ii) Interface Basic Functionality</b></p>	<p>No findings</p>
<p><b>Annex A, 4 (iii) Interface Basic Functionality</b></p>	<p>No findings</p>

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## 5.2 Appendix B: Review Team Attendance

Name	Attendance
Alan Barrett (UTC +4)	87%
Ashley Heineman (UTC-4/-5)	100%
Brett Carr (UTC/+1)	68%
Carlton Samuels (UTC-5)	68%
Ching Chiao (UTC-4/-5)	57%
Edowaye Makanjola (UTC+1)	71%
Jonathan Robinson (UTC/+1)	71%
Lars-John Liman (UTC+1/+2)	74%
Lyman Chapin (UTC-4/-5)	35%
Olga Cavalli (UTC-3)	48%
Peter Koch (UTC+1/+2)	90%
Rafik Dammak (UTC+9)	48%
Rick Wilhelm (UTC-4/-5)	97%
Sami Ali (UTC+3)	77%

### 5.3 Appendix C: Comments Received on the IFRT2's Initial Report

**Commented [EG7]:** Major new content that should be reviewed by the team - especially the "Action Taken" column

Source	Link	Date	Comments	Action Taken
Olivier Crepin-Leblond	<a href="#">Link to Comment</a>	4/28/2025	<p>Since the IANA Stewardship Transition and the ICANN Accountability Process of 2016, matters of IANA and its functions have been subjected to thorough review processes as part of ICANN's Review processes. These are ingrained in the ICANN Bylaws. Article 16 of the ICANN Bylaws includes matters pertaining to Post Transition IANA.</p> <p>Article 17 focuses on the Customer Standing Committee, with the (CSC) Periodic Review defined in Section 17.3</p> <p>Article 18 Focuses on the IANA Naming Function Reviews (IFR). In particular, this includes Section 18.3 which states the IFR Responsibilities:</p> <ul style="list-style-type: none"> <li>a. Performance of PTI in regards to needs to direct customers</li> <li>b. Performance of PTI in regards to IANA Naming Function SOW</li> <li>c. IANA Naming Function SOW</li> <li>d. Openness and Transparency Procedures</li> <li>e. Performance and Effectiveness of Empowered Community</li> <li>f. Performance of IANA naming function compared with preceding IFR</li> <li>g. Reviewing Systemic Issues re: PTI</li> <li>h. Initiate Public Comment Periods</li> <li>i. Consider input from Customer Standing Committee (CSC) and the community on PTI's performance</li> <li>j. Identify process or other areas for improvements in relation to these contracts</li> <li>k. Consider and assess any changes implemented since the previous period</li> </ul> <p>It is clear that matters of IFR and PTI are very closely monitored as part of ICANN's Organisational Review Processes. However, I must point out one deliverable of the IANA Stewardship Transition Process that does not appear to have been given the same importance, but</p>	This item is out of scope. The review team will pass the comment to the ICANN Board to determine the appropriate authority within ICANN. No change will be made to the final report.

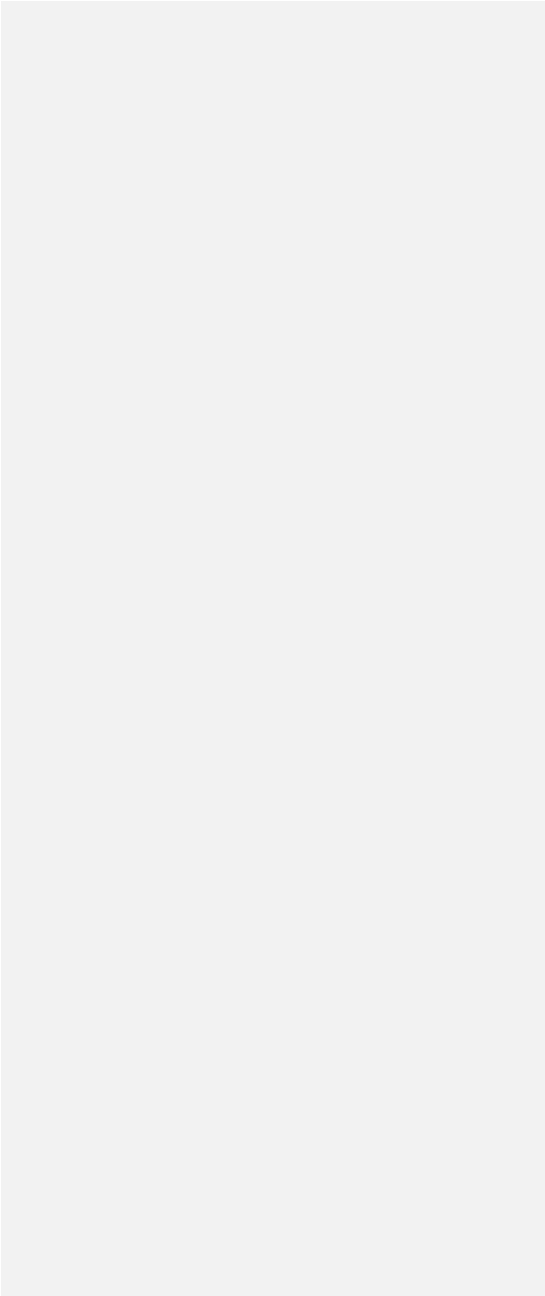
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		<p>which should also be subjected to the same due diligence as the other IANA related processes: the IANA IPR agreements. These can be found on the IETF Trust Web Site: <a href="https://trustee.ietf.org/iana-ipr/">https://trustee.ietf.org/iana-ipr/</a></p> <p>The processes for the Names Community to appoint members of the Community Coordination Group, as defined in the IANA IPR Community Agreement, are unclear. In fact, none of the Agreements are subjected to the same amount of scrutiny and diligence as the contracts directly affecting IANA and PTI. There is no “review” of these contracts or processes. Nine years later, these agreements subsist, despite significant shortcomings – and now there is a proposal that one of the signatories is replaced: On 15 July 2024, Glenn Deen, as Chair of the IETF Trust, announced the transfer of IANA Intellectual Property held and managed by the IETF Trust to a new not-for-profit Delaware based IETF Intellectual Property Management Corporation (“IPMC”) that the current IETF Trust a Virginia based Common Trust entity is restructuring into. Mr. Deen asked for the members of the Community Coordination Group (CCG) to send their agreement on behalf of their communities. In the absence of clear ICANN processes to address this request, the matter has, thus far, not progressed. At the ICANN meeting in Seattle, I have met with ICANN Legal and shared my concerns, as there could be significant holes in the current agreements and even larger ones in a future agreement with the new entity. I should therefore make one comment and ask one question: Comment: Whilst the IFR2 has clearly undertaken its review of the IANA Functions according to the ICANN Bylaws, it appears that there are no ICANN process ingrained in its Bylaws for the IANA IPR Agreements to be formally monitored and involve the Names Community. This lack of process includes the naming of CCG members as well as any operational decision process in relation to IANA IPRs that involves the Names Community. I would recommend that your group obtain more information from ICANN Legal in regards to the concerns I have expressed and shared with them, which include a lack of safeguards in retrieving the intellectual property rights of IANA and little or no control over them.</p>	
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		Question: If this matter is out of scope for the IFR2, then whose task is it to make recommendations to create the necessary accountability, transparency and decisional processes for IANA IPR issues to be monitored with the same diligence the other IANA matters have been addressed?	
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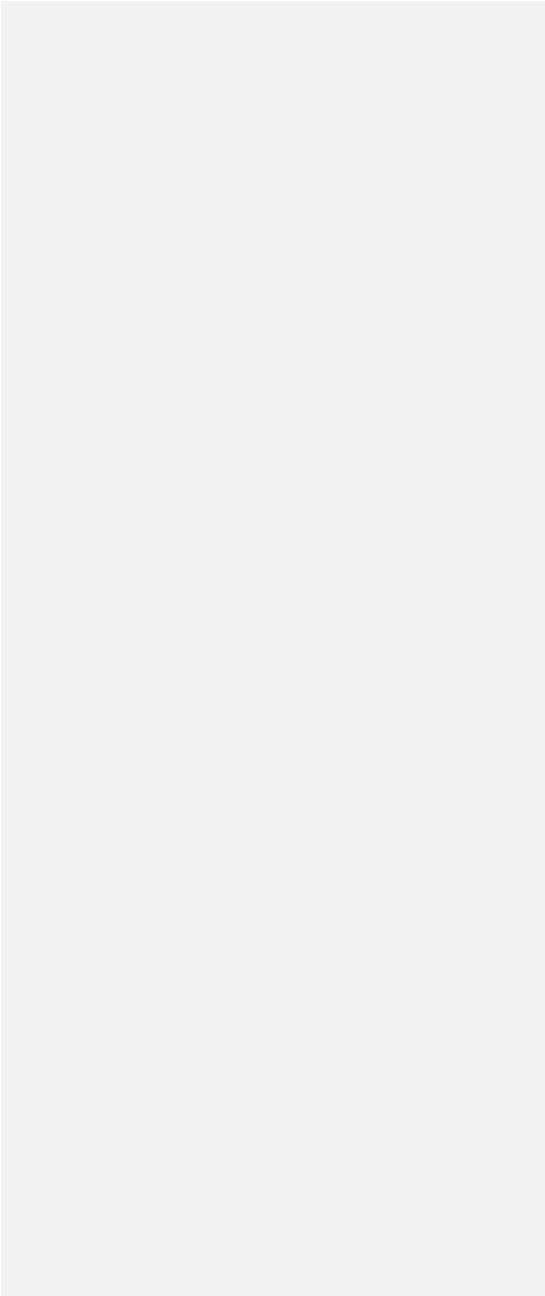
ccNSO	<a href="#">Link to Comment</a>	4/28/2025	<p><b>Introduction</b>  The ccNSO Council welcomes this opportunity to provide input on your Initial Report. To avoid any misunderstandings, this comment is a ccNSO Council comment, and the views expressed in this comment should not be interpreted as views from the ccNSO members, nor from individual ccTLD managers. The ccNSO Council also welcomes the structure of the recommendations, specifically inclusion of the expected due date and priority per recommendation.</p> <p><b>General Comments</b>  The ccNSO Council is very pleased to note that the IFR2 team has found that PTI operates in a reliable and efficient manner, serves the needs of the IANA Naming Function customers - which includes the ccTLDs - and has found no performance deficiencies nor major opportunities for operational improvements. The ccNSO Council appreciates all the findings in the report and fully supports all recommendations as included in the Report. However, with respect to recommendation 2.3 and the findings in 2.4.4, the ccNSO Council requests the IFRT to take the ccNSO's specific observation into consideration, in preparing the Final Report.</p> <p><b>Specific Observations</b></p> <ul style="list-style-type: none"> <li>• <b>Specific Observation 1 regarding IFRT2 Finding 3 Frequency of Reviews</b>  The ccNSO Council fully supports the IFRT recommendation to amend the frequency of reviews as proposed. The Council also notes that, together with the GNSO Council, it endorsed a similar recommendation made by the second CSC Review Team—which, notably, is still pending implementation. To prevent overlapping reviews, the ccNSO Council suggests that in implementing both the IFRT and CSC RT recommendation, it is ensured that the starting dates of the 3rd IFR and CSC are 2.5 years apart. In the view of the ccNSO Council, the IFR and CSC review are partly overlapping in content (for example with respect to SLAs and SLA reporting), and also, likely, with respect to membership of the teams.</li> <li>• <b>Specific Observation 2 regarding Incidental Finding 4: Ombuds</b>  The ccNSO Council appreciates the findings with respect to Article 8 of the IANA Naming Function Contract. Accordingly, and as part of the</li> </ul>	<p>The ccNSO makes two specific observations and suggestions for the review team to consider:</p> <p><b>Frequency of Reviews:</b> The review team agrees that aligning the timing of future IANA Naming Function Reviews and CSC Reviews will have a positive impact on efficiency. However, the IFRT2 refrains from issuing a recommendation that would directly impact the CSC in its Final Report. This is because CSC Reviews are out of scope for the IFR.</p> <p><b>Ombuds:</b> ccNSO has proposed elevating Incidental Finding 4 to a formal Recommendation to include a call for ICANN and stakeholders to review and streamline the full range of complaint procedures. However, the review team has</p>
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		<p>section 8.1 complaint process, a complainant may escalate a complaint to the ICANN's Ombudsman. This becomes a requirement if a complainant seeks the mediation as provided under the contract. The ccNSO Council notes that the Ombuds is always available to resolve problems (see for example the IANA Complaint Resolution Process <a href="https://www.iana.org/help/complaint-procedure">https://www.iana.org/help/complaint-procedure</a>), independent and not linked to the complaint process as provided under section 8.1 of the Contract. Assuming the ccNSO proposed Review Mechanism for specific decisions will be adopted and implemented, the already complicated pathways to resolve complaints for direct customers of the IANA Naming Function, which includes all ccTLDs, will become even more entangled and less obvious.</p> <p>Although the ccNSO Council appreciates that the IFRT is in no position to resolve these issues, the Council suggests that the IFRT change its recommendation to include a call for ICANN org, direct customers, and other stakeholders to review the full range of complaint procedures, to streamline them and reduce the complexity. The ccNSO Council notes that the more recent discussions about scheduling reviews (and ATRT4 in particular) would suggest a special approach to this particular issue. The ccNSO Council is of the view that, with the introduction of the Review Mechanism adequate checks and balances to protect against capture are introduced, mitigating the need to make the Ombuds part of the Article 8 complaint procedure. On behalf of the ccNSO Council Alejandra Reynoso, Chair</p>	<p>decided to refrain from including reference to complaint processes outside of the IFR scope in its Final Report.</p>
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CSC	<a href="#">Link to Comment</a>	4/28/2025	<p>The Customer Standing Committee (CSC) appreciates the opportunity to provide comments on the Second IFR Initial Report. The CSC has reviewed the Initial Report keeping in mind the mission of the CSC, which - according to its 2018 Charter - is to ensure continued satisfactory performance of the IANA function for the direct customers of the naming services. The CSC is responsible for monitoring Public Technical Identifier's (PTI) performance of the IANA naming function against the service level expectations in the IANA Naming Function Contract. Consequently, the CSC has closely followed the Second IANA Function Review (IFR2).</p> <p>Please note that the views expressed in this comment do not represent and should not be interpreted as comments from any of the organizations appointing members or liaisons to the CSC. We note the timely completion of the Initial Report and appreciate the efforts of the Review Team for their efforts.</p> <p>The CSC supports the recommendations contained in the Initial Report. In particular, we would like to highlight the following Findings and Recommendations:</p> <ul style="list-style-type: none"> <li>● Recommendation 4 (see Section 2.3.1), which relates to the Frequency of Reviews. The CSC agrees that adjusting the frequency of the IFR would improve the effectiveness of the IFR by allowing the impacts of changes related to the prior review to be observed before the subsequent review begins.</li> <li>● Incidental Finding 3: SLA Reporting (see Section 2.4.3) - The CSC appreciates the IFRT's findings with respect to PTI performance and fully supports the observations with respect to the impact of external factors on PTI's SLA achievement. The CSC wants to note that for that matter the CSC and PTI jointly are updating the SLA amendment procedure, which after adoption, would allow PTI and the CSC to identify and address the kind of exceptions systematically. In the past PTI and CSC have amended some of the original SLA to address the kind of issues the IFRT has identified.</li> <li>● Incidental Finding 4: Ombuds (see Section 2.4.4) - Additionally, the CSC also agrees with Incidental Finding 4. We agree that Article 8 of the IANA Naming Function Contract, which includes a role for the ICANN Ombuds in the event</li> </ul>	<p>The Final Report includes a correction with regards to the role of PTI, rather than CSC, in the resolution of individual complaints.</p>
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		<p>that a complaint is not resolved by the initial process within the CSC, as described in the Initial Report, has not led to operational problems. We also agree, however, that defined structure for complaints might result in confusion. Therefore, we fully support that the subsequent Accountability and Transparency Reviews (ATRT) or any other review or effort is advised to explore this topic further. For the record we note that although the CSC is informed complaints have been made, the procedure is NOT “within the CSC, as described in the Initial Report”, but within PTI. The CSC is not mandated to be directly involved in the resolution of individual complaints.</p> <p>On behalf of the CSC Rick Wilhelm, chair Hiro Hotta, vice-chair</p>	
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RrSG	<a href="#">Link to Comment</a>	4/28/2025	<p>The RrSG appreciates the work of the Second IANA Naming Function Review Team (IFR2) and the opportunity to comment on the Initial Report. We support the findings of the IFRT2 that PTI “operates reliably, efficiently, and serves the needs of IANA Naming Function customers” and agree that some clarifications to the IANA Naming Functions Contract can prove beneficial.</p> <p>IFRT2 Finding 1: DNSSEC Policy and Practice The RrSG supports the clear articulation of responsibility for policy, standards, and best practices, as well as efforts to future-proof the contract by reducing overly prescriptive language that is subject to potential change. As such, the RrSG supports these Recommendations to remove specific DNSSEC operational details from the IANA Naming Function Contract and to also identify and point to the relevant policy authority. The RrSG anticipates that a community based mechanism would determine the relevant authority and supports this work being done.</p> <p>IFRT2 Finding 2: Contract Amendment Transparency The RrSG strongly supports making the amended Contract publicly available. This is in keeping with ICANN’s fundamental standards of transparency and accountability.</p> <p>IFRT2 Finding 3: Frequency of Reviews The RrSG is sensitive to the issue of review timing overlapping with implementation of the previous review, and supports the adjustment of the review period to accommodate more time for implementation and consideration of the effects of prior changes. Amending the required starting point of the Review to be tied to the most recent (prior) submission of the Final Report to the ICANN Board of Directors instead of to the start date of that prior Review is an appropriate adjustment.</p> <p>IFRT2 Incidental Findings The RrSG has no specific comments and offers our support for these Incidental Findings.</p> <p>Thank you, Owen Smigelski Chair, Registrar Stakeholder Group <a href="http://www.rmsg.org">www.rmsg.org</a></p>	No changes are required to the Final Report.
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NCSG	<a href="#">Link to Comment</a>	4/27/2025	<p>We commend the Second IANA Naming Function Review Team (IFR2) for their outstanding efforts in evaluating PTI's performance of the IANA naming function, a critical accountability role in this ecosystem. NCSG supports all four recommendations and in particular, strongly supports the principles behind Recommendations 3 (Contract Amendment Transparency) and 4 (Frequency of Reviews).</p> <p>In line with our principles, it is important to NCSG that there is full transparency in contract amendments. Therefore, making any amendments to the PTI contract publicly available is critical, and according to the transparency requirements of the IANA Naming Function contract. Similarly, we strongly support Recommendation 4 (“amending ICANN Bylaws Section 18.2(b) to read “once every five (5) years, measured from the date that the most recent IFRT submits its Final Report to the ICANN Board of Directors.””), since it is important that the use of volunteers’ time is well managed. We believe ensuring that previous IFRT recommendations are given time to be implemented with sufficient time included to observe their impact by subsequent review teams is a sensible approach. Regarding Incidental Finding 4: Ombuds, we fail to see the confusion in the complaint escalation process to ICANN Ombuds. As the initial report rightly states, the Ombuds process is only triggered “If the Complaint is still not resolved, the Complainant or the President of Contractor may escalate the matter in writing to ICANN’s Ombudsman.” How then could this be confusing to the complainant?</p> <p>Summary of Submission</p> <p>NCSG supports all four recommendations and in particular, strongly supports the principles behind Recommendations 3 (Contract Amendment Transparency) and 4 (Frequency of Reviews).</p>	<p>No changes required to the Final Report, however the review team notes that other commenters did support the inclusion of Incidental Finding 4: Ombuds.</p>
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RySG	<a href="#">Link to Comment</a>	4/25/2025	<p>The Registries Stakeholder Group (RySG) welcomes the opportunity to comment on the Second IANA Naming Function Review (IFR) Initial Report and extends its thanks to the members of the Review Team for their work on this effort. Members of the RySG operate generic top-level domains via contracts with ICANN, and are the direct customers of the IANA Naming Function. We recognize the important role the IFR plays in ensuring the ongoing accountability of PTI as the steward of the IANA function and as such have reviewed the Initial Report with keen interest. We are pleased to note that the RySG supports each of the recommendations contained therein, as we believe they will promote transparency and improve efficiencies going forward. The RySG also supports the IFR's inclusion of Incidental Findings, which "did not rise to the level of a formal recommendation", as a means to promote efficiency in the Review Process and as a demonstration that the IFR was operating according to its documented Terms of Reference.</p> <p>Summary of Submission</p> <p>The RySG supports each of the recommendations contained therein, as we believe they will promote transparency and improve efficiencies going forward. The RySG also supports the IFR's inclusion of Incidental Findings.</p>	No changes are required to the Final Report.
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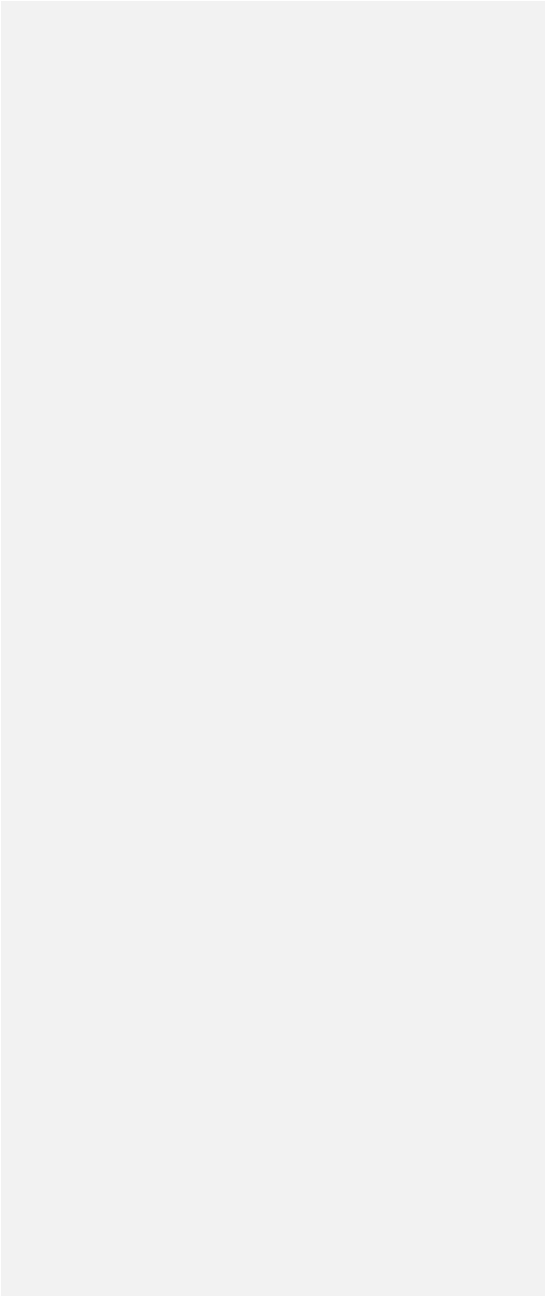
Benson Mugure STORM Guidance (Mauritius)	<a href="#">Link to Comment</a>	4/21/2025	<p>Comments on DNSSEC Policy and Practice:</p> <p>The IFRT2's recommendation to remove specific Domain Name System Security Extensions (DNSSEC) policy details from the IANA Naming Function Contract and instead identify and point to the appropriate policy authority aligns with principles of good contract management and adaptability. Embedding technical policy details within a long-term contract can lead to the contract becoming outdated quickly as best practices and technologies evolve. By referencing an external, authoritative policy source, the contract can maintain its relevance without requiring frequent amendments for technical updates.</p> <p>Question: How will the "appropriate policy authority for DNSSEC" be formally identified and documented within the IANA Naming Function Contract? Will there be a specific mechanism for ensuring that this referenced authority is widely recognized and trusted by the ICANN community?</p> <p>Analysis:</p> <p>Pro (Removing Specific Details): This approach offers greater agility and allows DNSSEC policies to be updated more efficiently by the relevant technical bodies without necessitating a formal contract amendment process, which can be lengthy. It promotes the use of current best practices.</p> <p>Con (Removing Specific Details): There is a potential risk of ambiguity if the referenced policy authority is not clearly defined or if its decision-making processes lack transparency. Stakeholders might find it harder to ascertain the exact DNSSEC requirements by solely relying on an external reference.</p> <p>Pro (Identifying Policy Authority): Clearly identifying the authoritative source enhances transparency and allows stakeholders to easily locate the applicable DNSSEC policies. It clarifies responsibilities for policy maintenance.</p> <p>Con (Identifying Policy Authority): Identifying a single "appropriate" authority might be challenging given the distributed nature of internet governance and the various bodies involved in DNS security. There might be disagreements on which entity holds the ultimate authority on DNSSEC policy best practices. Benchmarking against similar</p>	No changes are required to the Final Report.
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		<p>organizations that manage technical standards often reveals a preference for referencing external specifications rather than embedding detailed technical information within foundational governance documents. This allows for more flexible and expert-driven evolution of technical standards.</p> <p>Comments on Transparency and Availability of Contract Amendments: The IFRT2's finding that amendments to the IANA Naming Function Contract were not immediately obvious or available to the review team highlights a crucial aspect of transparency in any organization, especially one with a significant public interest mandate like ICANN. The recommendation to make the amended contract publicly accessible or provide a clear mapping of amendments is essential for accountability and for facilitating informed participation from the community and review bodies.</p> <p>Question: What specific mechanisms will be put in place to ensure that all future amendments to the IANA Naming Function Contract are easily identifiable and accessible to the public? Will a version control system or a clearly marked consolidated version of the contract be implemented?</p> <p>Analysis:</p> <p>Pro (Improved Transparency): Enhanced transparency regarding contract amendments builds trust within the community and enables stakeholders to understand the current contractual obligations of the IANA Functions Operator. It also facilitates the work of future review teams.</p> <p>Con (Improved Transparency): Implementing a system for tracking and displaying amendments might require some initial effort and resources. There's also a need to ensure that the system is user-friendly and that stakeholders are aware of its availability.</p> <p>Pro (Mapping Amendments): Providing a clear mapping of amended lines alongside the original contract offers a straightforward way for stakeholders to understand the changes.</p> <p>Con (Mapping Amendments): Maintaining an accurate and up-to-date mapping could become complex if there are frequent or extensive amendments. Accessing two separate documents (original and the</p>	
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		<p>map) might be less convenient than a consolidated amended version. Many standards development organizations and multi-stakeholder initiatives prioritize clear and accessible documentation of their foundational agreements and any subsequent modifications. This ensures that all participants operate under a shared understanding of the governing rules.</p> <p>Comments on Frequency of Reviews:  The IFRT2's recommendation to amend ICANN Bylaws Section 18.2(b) to measure the five-year IANA Naming Function Review period from the date the IFRT submits its Final Report to the ICANN Board of Directors, rather than when the previous IFRT was convened, addresses a practical concern about the time available to observe the impacts of prior changes. Given that periodic IFRs take 12-18 months to complete, starting a new review too soon after the previous one concludes might limit the ability to assess the effectiveness of implemented recommendations.</p> <p>Question: What measures will the ICANN Board of Directors put in place to "ensure that procedural controls exist to mitigate the risk of stalled reviews" if the review period is tied to the submission of the final report?</p> <p>Analysis:  Pro (Changing Review Frequency Metric): Aligning the review cycle with the submission of the final report allows for a more meaningful interval to observe the outcomes of the previous review's recommendations before the commencement of the next one. This can lead to more informed and effective reviews.  Con (Changing Review Frequency Metric): There is a potential for delays in the completion of an IFRT's work, which could inadvertently extend the review cycle beyond the intended five-year period if not managed effectively.  Pro (Current Review Frequency Metric): Measuring from the convening date provides a more predictable schedule for the reviews.  Con (Current Review Frequency Metric): As highlighted by the IFRT2, this can lead to new reviews starting before the impact of the previous recommendations can be adequately assessed.  Organizations with periodic review mechanisms often adjust their</p>	
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			<p>schedules based on the complexity of the issues being reviewed and the time needed for implementation and observation of changes. The IFRT2's recommendation reflects a pragmatic approach to ensure the review process remains effective.</p> <p>Summary of Submission</p> <p>This submission generally supports the recommendations of the Second IANA Naming Function Review Team (IFRT2) Initial Report. The recommendations regarding the removal of specific DNSSEC policy details from the IANA Naming Function Contract and the clear identification of the relevant policy authority are in line with good contract management and adaptability. The emphasis on enhancing the transparency and accessibility of contract amendments is crucial for accountability and informed stakeholder participation. Finally, the proposed change to the frequency of reviews, measuring from the submission of the final report, appears to be a sensible adjustment that will allow for a more thorough assessment of the impact of prior recommendations. It is important that ICANN clearly defines the referenced DNSSEC policy authority, establishes robust mechanisms for making contract amendments easily accessible, and implements procedural controls to prevent undue delays in the review process.</p>	
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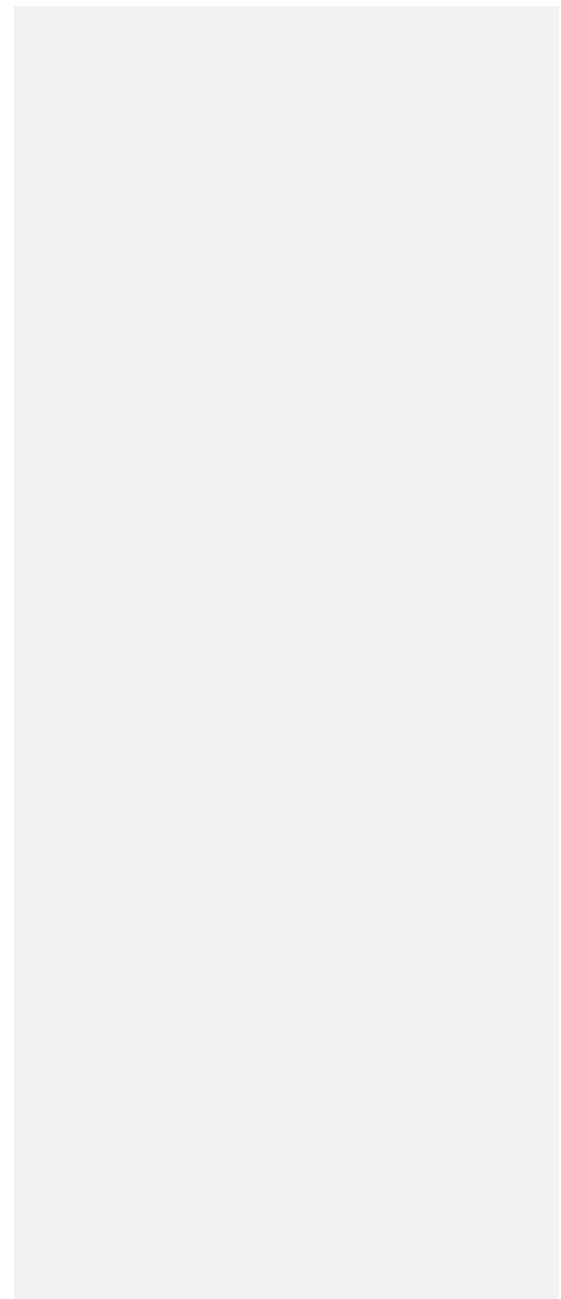


George Michaelson	<a href="#">Link to Comment</a>	4/14/2025	<p>Dear ICANN, I wish to thank you for the chance to comment on the IFR2 initial report. I am doing so in a private capacity, as an individual in the Internet, and a TCR in the east coast KSK processes. I am a board member of the IETF LLC, a member of the ISOC and an employee of the APNIC RIR and none of these associations have any relationship to this submission or my request for consideration here.</p> <p>I have only one point of concern I would like to raise with you: This report does not canvas the location of the Hardware Security Modules (HSM) and ceremonies conducted using them, to manage the state of the DNSSEC trust anchor: The KSK and it's products. I feel this is a problem and requires re-consideration. ICANN should be seen to discuss the location of the HSM functions it performs as a worldwide trust. I have no criticism to make of ICANN/IANA staff performing this function. I am a recent TCR and I have therefore seen them operate in the Culpeper facility, I am familiar with the personnel who implement this function. I have the utmost respect for them individually and as a team. All the evidence in documentation of outcome, process management and change, and my own observations of the task show this is being performed as the community at large would want: People involved take their role serious and perform this to the best of their collective ability. My concern is that with 15 years of operations which were started with an East Coast and a West Coast HSM, The wider community has been required to acquiesce to a decision made under different times and circumstances regarding the location of the HSM. I do not have copies of mail to hand, but private communications received at the time when I noted this made it plain this was considered but it was not felt expedient to move directly to operation of an HSM outside of the continental USA. There was no substantive discussion of this matter, nor any discussion of a review process, nor a mechanism to commence a review of this decision. Considering the early stage of ICANN in it's lifetime and relationship to functions undertaken with the consent of the US department of state, or similar agencies, I can understand how this was not included at the time. I realise this will possibly be an unwelcome distraction for you, considering the IFR2 review process and if you feel this is not</p>	<p>This item is out of scope. The review team will pass the comment to the ICANN Board to determine the appropriate authority within ICANN. No change will be made to the final report.</p>
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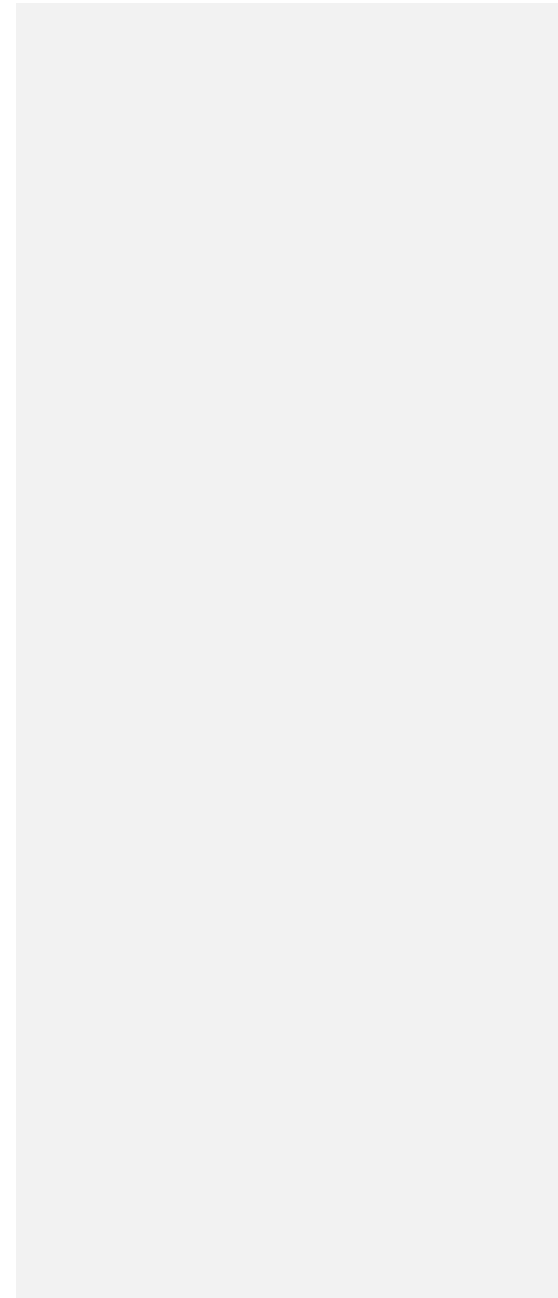
		<p>appropriate as feedback please let me know a mechanism to submit to, which will permit due consideration of this issue. Yours sincerely, George Michaelson</p>	
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